

11/02/11 11:09:11  
BK T BK 3,360 PG 466  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**RECORDATION REQUESTED BY:**

Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

**WHEN RECORDED MAIL TO:**

Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

**SEND TAX NOTICES TO:**

Community Bank, North Mississippi; Southaven Office; 475 E. Commerce Street; Hernando, MS 38632

**FOR RECORDER'S USE ONLY**

This Modification of Deed of Trust prepared by:

Community Bank, North Mississippi  
475 E. Commerce Street  
Hernando, MS 38632  
(662) 429-8484

INDEXING INSTRUCTIONS: Lot 3, Summers Place East, S12, T2S, R7W, DeSoto County, MS.



**MODIFICATION OF DEED OF TRUST**



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THIS MODIFICATION OF DEED OF TRUST dated October 25, 2011, is made and executed between Garland T Smith and Garland H Smith, whose address is 245 North Walnut Bend Rd, Cordova, TN 38018-0000 ("Grantor") and Community Bank, North Mississippi, whose address is Southaven Office, 475 E. Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 28, 2008 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded 2/6/2008 in the office of the Chancery Clerk of DeSoto County, MS, Book 2,853, Page 288.

# **MODIFICATION OF DEED OF TRUST (Continued)**

Loan No: 6598015

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**REAL PROPERTY DESCRIPTION.** The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot 3, Summers Place East, Olive Branch, MS 38654.

**MODIFICATION.** Lender and Grantor hereby modify the Deed of Trust as follows:


To extend the maturity date to 10/25/2013.


**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here GTB HA).

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 25, 2011.**


**GRANTOR:**

x   
Garland T Smith

x   
Garland H Smith

**LENDER:**

**COMMUNITY BANK, NORTH MISSISSIPPI**

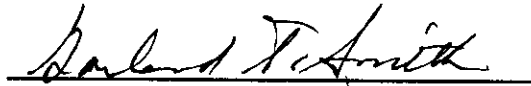
x   
Authorized Officer

Attached to and forming a part of a Modification Deed of Trust dated 10/25/2011 in the name of  
Garland T. Smith and Garland H. Smith.

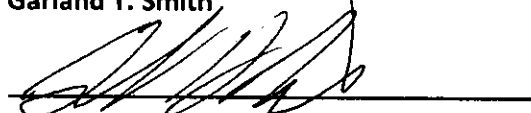
Exhibit "A"

LOT 3, SUMMERS PLACE EAST, BEING PART OF THE WEST HALF OF SECTION 12,  
TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER  
PLAT THEREOF RECORDED IN PLAT BOOK 89, PAGE 50 AND DEED BOOK 326, PAGE  
373, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY,  
MISSISSIPPI.

Signed for Identification:



Garland T. Smith



Garland H. Smith

MODIFICATION OF DEED OF TRUST  
(Continued)

Loan No: 6598015

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF DeSoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25th day of October, 20 11, within my jurisdiction, the within named Garland T Smith and Garland H Smith, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Danielle Powell  
NOTARY PUBLIC

My Commission Expires:  
6-19-15



LENDER ACKNOWLEDGMENT

STATE OF Mississippi )  
 ) SS  
COUNTY OF DeSoto )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 25th day of October, 20 11, within my jurisdiction, the within named Adam Kraft EVP of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Danielle Powell  
NOTARY PUBLIC

My Commission Expires:  
6-19-15

